

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NIKE, INC.,

Plaintiff,

v.

GNARCOTIC LLC,

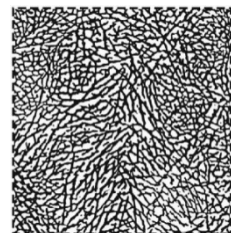
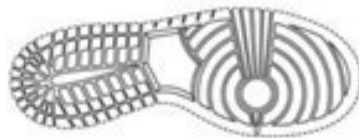
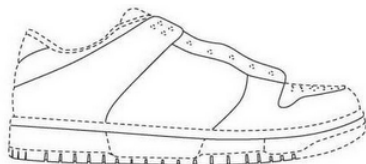
Defendant.

Case No. 2:22-cv-08765-AS

**CONSENT JUDGMENT AND
PERMANENT INJUNCTION AS TO
GNARCOTIC LLC**

The Court, being advised that Plaintiff Nike, Inc. (“Nike”) and Defendant Gnarcotic LLC (“Gnarcotic”) stipulate and agree to the entry of a final and enforceable judgment regarding Nike’s claims against Gnarcotic on the terms set forth herein, enters this Order as a final and enforceable judgment in the matter as to those claims.

IT IS HEREBY ORDERED that Gnarcotic stipulates, agrees, and acknowledges that Nike is the exclusive owner of the following registered trademarks and all related common law rights: U.S. Trademark Registration Nos. 3,711,305; 3,721,064; and 4,137,741 (collectively, the “Asserted Marks,” examples of which are shown below):



IT IS FURTHER ORDERED that Gnarcotic stipulates, agrees, and acknowledges that the Asserted Marks are valid and enforceable;

IT IS FURTHER ORDERED that judgment is entered against Gnarcotic on all of Nike’s counts in the Complaint (Dkt # 1) because Gnarcotic infringed the

1 Asserted Marks by manufacturing, or having manufactured, using, transporting,
 2 promoting, importing, advertising, publicizing, distributing, offering for sale, and/or
 3 selling the products listed in the table below (collectively, the “Infringing Products”):

4 Model Name	5 Example Image(s)
6 Butterfly Effect Orange/Black (“V1”)	7 
8 Butterfly Effect “Concrete” – Cement/Yellow (“V2”)	9 
10 Butterfly Effect “Concrete” – Cement/Red (“V2”)	11 
12 Butterfly Effect “Concrete” – Cement/Blue (“V2”)	13 
14 Butterfly Effect Orange/Black (“V3”)	15 
16 Butterfly Effect “Concrete” – Cement/Yellow, Cement/Red, and Cement/Blue (“V3”)	17 

1 2 3 4 5 6 7	"Cement" Elephant Print Hoodie – White	
8 9 10 11 12 13 14	"Cement" Elephant Print Hoodie – Black	
15 16 17 18 19 20	"Cement" Elephant Print T-Shirt – White	
21 22 23 24 25 26 27 28	"Cement" Elephant Print T-Shirt – Black	

1 **IT IS FURTHER ORDERED** that Gnarcotic, and its affiliates, officers,
2 agents, employees, attorneys, and all other persons acting in concert with Gnarcotic,
3 are hereby permanently enjoined from:

4 (a) manufacturing, transporting, promoting, importing, advertising,
5 publicizing, distributing, offering for sale, or selling any products (including but not
6 limited to the Infringing Products) under the Asserted Marks or any other marks,
7 names, symbols, or logos which are likely to cause confusion or to cause mistake or
8 to deceive persons into the erroneous belief that any products that Gnarcotic caused
9 to enter the stream of commerce or any of Gnarcotic's commercial activities are
10 sponsored or licensed by Nike, are authorized by Nike, or are connected or affiliated
11 in some way with Nike or the Asserted Marks;

12 (b) manufacturing, transporting, promoting, importing, advertising,
13 publicizing, distributing, offering for sale, or selling any products (including but not
14 limited to the Infringing Products) under the Asserted Marks and/or confusingly
15 similar marks;

16 (c) implying Nike's approval, endorsement, or sponsorship of, or affiliation
17 or connection with, Gnarcotic's products, services, or commercial activities, passing
18 off Gnarcotic's business as that of Nike, or engaging in any act or series of acts which,
19 either alone or in combination, constitutes unfair methods of competition with Nike
20 and from otherwise interfering with or injuring the Asserted Marks or the goodwill
21 associated therewith;

22 (d) engaging in any act which is likely to dilute the distinctive quality of the
23 Asserted Marks and/or injures Nike's business reputation;

24 (e) representing or implying that Gnarcotic is in any way sponsored by,
25 affiliated with, or licensed by Nike; and/or

26 (f) knowingly assisting, inducing, aiding, or abetting any other person or
27 business entity in engaging in or performing any of the activities prohibited in (a)
28 through (e) above;

1 **IT IS FURTHER ORDERED** that this Court shall retain jurisdiction over the
2 parties to the extent necessary to enforce the terms of this Order and the injunctive
3 relief provided herein; and

4 **IT IS FURTHER ORDERED** that this Order terminates all claims asserted
5 by Nike against Gnarcotic in this action, it terminates all proceedings in this action,
6 and all future dates are stricken.

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8 **IT IS SO ORDERED.**

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10 **SIGNED AND ENTERED** this _____ day of _____, 2022.

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14 United States District Judge
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